

***Knight Piésold***  
CONSULTING

November 17, 2003

SDMS Document ID



2047093

***Knight Piésold and Co.***

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U.S.A.

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DV1020012401

REFERENCE

CITY LICENSE TO ENTER TRANS

Ms. Cindy Bosco  
Denver Environmental Health/ES  
Department 1009  
201 W. Colfax Avenue  
Denver, Colorado 80202

Re: License to Enter Agreement

Dear Ms. Bosco:

Enclosed is the signed License to Enter Agreement in regard to sampling for the Argo Smelter RI/FS Project. We anticipate sampling on City and County of Denver property during the week of December 8, 2003.

Please contact me at (303) 629-8788 if you have any questions or need further information.

Sincerely,  
Knight Piésold and Co.

Paul D. Bergstrom  
Project Manager

PDB:llkr  
Enclosure

cc: Mr. Victor Ketellapper, USEPA

2003 NOV 18 PM 1:40  
EPA  
SUPERFUND BRANCH

## LICENSE TO ENTER AGREEMENT

THIS LICENSE TO ENTER AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 is by and between the City and County of Denver, a Municipal Corporation of the State of Colorado ("Grantor"), hereinafter referred to as "the City," and Knight Piésold and Co., a Colorado Corporation ("Grantee"), hereinafter referred to as "Knight Piésold."

### WITNESSETH:

The City hereby grants to Knight Piésold a License to Enter City property located at 4501 Broadway Avenue, as shown on Exhibit "A," attached hereto and made a part hereof, for the purpose of soil and water sampling at Sample Location #37. The License to Enter shall be revocable by the City for a period of thirty days from the date of execution hereof.

This License to Enter Agreement is applicable only to property owned by the City and County of Denver and such property as not dedicated as public right-of-way or as a Public City Park.

Knight Piésold, to the extent provided by law, does hereby agree to release, indemnify and hold harmless the City from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including and without limitation, property and employees of the City, its agents, contractors, and/or consultants. Knight Piésold, to the extent provided by law, agrees to indemnify and hold harmless, the City from any and all claims, damages, suits, costs, expenses, liability, actions or proceeding of any kind or nature whatsoever of or by anyone whomsoever in any way resulting from or arising out of, directly or indirectly, work performed by Knight Piésold, its agents, contractors, and/or consultants pursuant to this Agreement.

Knight Piésold further agrees to maintain the property in good condition, ordinary wear and tear accepted, replace and repair any damage resulting from said work, return said property to a clean and presentable condition, and comply with all Zoning Department rules and regulations relating to the use of the site. It is understood that the specified area covered under this license may be altered by mutual agreement to accommodate the needs of the grantee.

The undersigned authorized representative(s) has read this License to Enter Agreement and agrees to its terms and conditions thereof as of the day and year first above written.

**Knight Piésold and Co., a  
Colorado Corporation**

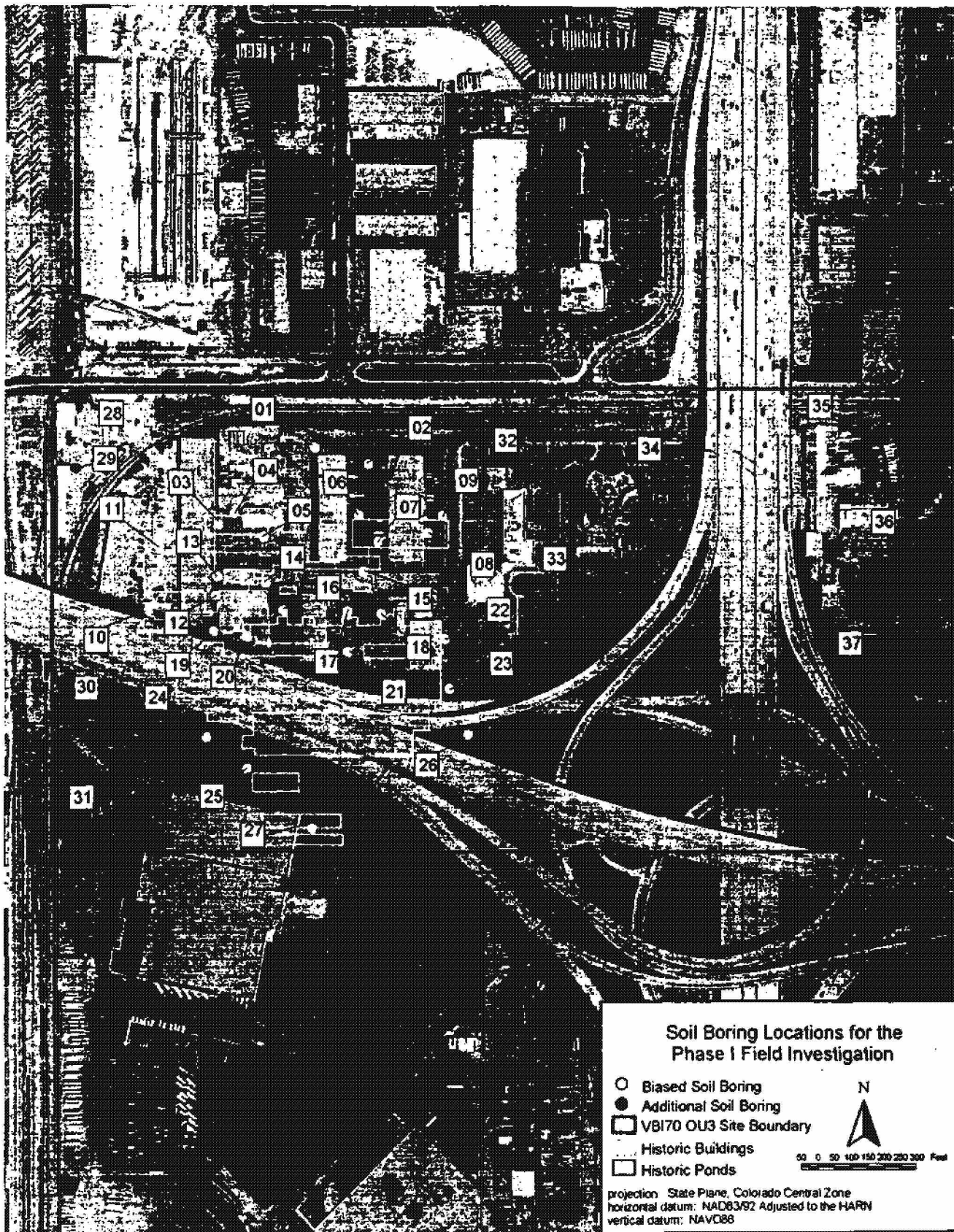
**City and County of Denver, a Municipal  
Corporation of the State of Colorado**

By: \_\_\_\_\_

Gerald R. Bandy  
Vice President

By: \_\_\_\_\_

Director of Asset Management



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## EXHIBIT A